

RESIDENT APPOINTMENT CONTRACT

This Resident Appointment Contract, dated the [REDACTED] day of [REDACTED] (the "Contract"), by and between the Greater Baltimore Medical Center, Inc. ("GBMC"), acting by and through its Department of Medicine, located at Towson, Maryland (the "Department") and [REDACTED] (the Resident or Clinical Fellow herein after referred to as "Resident"), sets forth the terms and conditions of the Resident's appointment by GBMC as a Resident in GBMC's graduate medical educational training program in the Internal Medicine Residency Program (the "Program").

In consideration of the mutual promises contained herein and intending to be legally bound, GBMC and the Resident each agree as follows:

1. **Terms of Appointment.**

1.1 **Commencement Date.** Commencing on [REDACTED] (the "Commencement Date") the Resident shall be appointed as a Categorical Intern at the post-graduate year PGY 1 level in the Program. As a condition of employment, residents are required to attend orientation from [REDACTED] to [REDACTED].

1.2 **Term.** This Contract shall be effective for a maximum period of twelve (12) months, expiring on the [REDACTED] day of [REDACTED]. Although the parties anticipate that the Resident's appointment pursuant to this Contract will continue for the full twelve (12) month term, this Contract may be terminated by GBMC at any point in time for the grounds specified herein.

1.3 **Conditions Precedent.** As conditions precedent to appointment:

1.3.1 The Resident must provide required documentation to GBMC prior to the Commencement Date. This Contract may be declared void by GBMC and shall not become effective if the Resident fails to provide GBMC with all of the following documentation required for certification of eligibility:

1.3.1.1. An accurately completed training application;

1.3.1.2. Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc.);

1.3.1.3. Satisfactory criminal background investigation; and

1.3.1.4. Such other additional information that GBMC may request in connection with the Resident's credentials or background.

1.3.2 The Resident must obtain an appropriate staff appointment at each medical institution which provides a portion of his/her training. Failure to be granted an appropriate appointment may result in termination of this Contract.

2. Resident Responsibilities. In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Participate in required GBMC orientation, new employee health requirements, including immunizations, and net learning competencies.

2.2 Obey and adhere to the policies, practices, rules, bylaws, and the regulations (collectively the "Policies") of GBMC, and the Department where Resident is receiving training. (This may include policies regarding health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary to ensure that the Resident is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of the Department or GBMC). Likewise, the Resident shall obey and adhere to the corresponding Policies of all areas of GBMC HealthCare, Inc. to which s/he rotates (collectively "participating institutions").

2.3 Obey and adhere to all applicable state, federal, and local laws, as well as the standards required for the Department and the participating institutions to maintain accreditation by the Joint Commission and for GBMC to maintain accreditation by the Accreditation Council on Graduate Medical Education (ACGME) and applicable Residency Review Committees (RRC). Resident also agrees to obey and adhere to any other relevant rules or regulations imposed by accrediting, certifying, or licensing organizations.

2.4 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable Program requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned GBMC and primary training/participating institutions medical staff committee activities.

2.5 Fulfill the educational requirements of the Program.

2.6 Use his or her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at GBMC, including primary training/participating institutions and other facilities.

2.7 Provide clinical services:

2.7.1 Commensurate with his/her level of advancement and responsibilities;

2.7.2 Under appropriate supervision;

2.7.3 At sites specifically approved by the Program; and

2.7.4 Under circumstances and at locations covered by GBMC's professional liability insurance maintained for the Resident in accordance with Paragraph 6.7 below (see Reference N).

2.8 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.9 Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and training.

2.10 Fully cooperate with the Program and GBMC in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical, operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, GBMC, the primary training/participating institutions and/or Program.

2.11 Apply cost-containment measures in the provision of patient care that is consistent with the policies of GBMC, the primary training/participating institutions and/or Program.

2.12 Cooperate fully with all GBMC and primary training/participating institution surveys, reviews, and quality assurance and credentialing activities.

2.13 Cooperate fully with GBMC's Equal Employment Opportunity Policy (see Reference A) and Anti Harassment, Discrimination, Retaliation and Bullying Policy (see Reference B) and Employee Discipline Policy (see Reference C).

2.14 Permit GBMC to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to sue either GBMC, its officers, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Contract.

2.15 Failure to comply with any of the provisions of Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, which includes possible suspension or termination of the Resident from the Program in accordance with the applicable procedures for discipline of Residents.

3. Institutional Responsibilities. GBMC has the following obligations:

3.1 Maintain an environment conducive to learning (see Reference C) and strictly enforce GBMC's Equal Employment Opportunity Policy (see Reference A) and Anti Harassment, Discrimination, Retaliation and Bullying Policy (see Reference B).

3.2 Provide Resident with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities (see Reference W) and evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident on a regular and periodic basis. The Program Director shall present

to and discuss with the Resident a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by GBMC's Graduate Medical Education Committee (GMEC) or applicable RRC.

3.3 Provide counseling and psychological support services through the Faculty and Staff Assistance Program (see Reference D).

3.4 Provide a mechanism to fairly deal with academic or disciplinary actions, issues related to the program or faculty, and concerns about the working environment by means of GBMC's procedures for Resident Dismissal and Non-Renewal of Agreement of Resident Appointment (see Reference E), Due Process (see Reference F) and Grievance Policy (see Reference G).

3.5 Provide Resident with written policies for alcohol and substance abuse and procedures for handling physician impairment, including impairment related to substance abuse (see Reference H).

3.6 Provide a mechanism for the evaluation of disabilities and implementation of reasonable accommodations (see Reference I).

3.7 Provide on-call rooms; white coats with laundry, uniform; and access to food and parking.

4. Eligibility for Special Board Examination

4.1 Residents should become familiar with the requirements of their specialty board as listed on the American Board of Medical Specialties (ABMS) website or on the individual specialty website. Program administration can assist you in finding this information.

4.2 Eligibility for ABIM certification requires both completion of 12 months as a first-year resident, and separate certification by the Program Director that the resident is ready for independent practice. The certification relies on the professional evaluation by the program faculty of resident competency. Eligibility is not guaranteed by simple successful completion of terms of this contract.

5. Clinical and Educational Work Hours

5.1 The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the Resident Clinical and Educational Work Hours Policy of the GMEC (see Reference J). Work hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal, and ACGME requirements.

5.2 If a scheduled duty assignment is inconsistent with this Agreement or the Resident Clinical and Educational Work Hours Policy, or if there are other instances of non-compliance with the Resident Clinical and Educational Work Hours Policy, the Resident shall bring the non-

compliance to the attention of the Program Director, Chairperson/Chief, faculty or GMEC Chairman for investigation and correction.

5.3 "Moonlighting" and other professional activities outside the program are prohibited (see Reference K).

6. Financial Support and Benefits. GBMC shall provide the Resident with financial support and benefits in the following areas:

6.1 Stipend. \$56,939, Fifty-six Thousand Nine Hundred Thirty-Nine dollars per annum payable [semi-monthly]. (Note: this amount may not exceed the GMEC stipend policy.) Applicable payroll taxes will be withheld as required by law. Unless authorized by the Chairman for Graduate Medical Education, the Residents shall have no other source of compensation.

6.2 Paid Time Off. GBMC will provide 3 weeks (15 days) paid time off, to be taken with the approval of the Program Director and 1 week (5 days) Maryland Sick and Safe Leave.

6.3 Medical Leaves of Absence. The Absence and Lateness Policy regulates the use of this leave (see Reference L).

6.4 Paternal, Maternity and Adoption Leave. The Resident Vacation and Leave of Absence Policy regulates the use of this leave (see Reference M).

6.5 Non-Medical Leaves. The Resident Vacation and Leave of Absence Policy regulates the use of this leave (see Reference M).

6.6 Leaves of Absence. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.

6.7 Professional Liability Insurance. GBMC shall provide the Resident with professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate while the Resident is acting within the scope of his/her assigned Program activities, consistent with the coverage provided to other medical/professional practitioners. Coverage for activities occurring during the training period will be continued after the Resident leaves the training program ("tail coverage") (see Reference N).

6.7.1 The Resident agrees to cooperate fully in any investigations, discovery and defense that arise. The Resident's failure to cooperate may result in personal liability.

6.7.2 If the Resident receives, or anyone with whom the Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of

any kind relating to activities in connection with this Contract or the Resident's activities at the primary training or any participating institution, the Resident agrees to immediately report this receipt to the General Counsel or Legal/Risk Management Office for GBMC and submit the document received to that office.

6.7.3 The Resident agrees to cooperate fully with GBMC, the primary training institution and any participating institution, and their counsel, investigators, committees and departments of GBMC and the primary training/participating institutions, particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; and/or (c) preparation for litigation whether or not the Resident is a named party to that litigation.

6.8 Other Additional Benefits. Additional covered benefits concerning health insurance, disability insurance and life insurance are detailed in the "House Staff Benefits" summary for enrollees in core residency programs (see Reference U).

6.9 Discontinuation of Benefits. GBMC reserves the right to modify or discontinue the plan of benefits set forth in Attachment U at any time.

6.10 Billing. Resident hereby grants and assigns to GBMC all rights s/he may have to bill and collect for the professional services rendered by Resident hereunder. The sole compensation for these services shall be as set forth in Section 6.1 of this Agreement, and all revenues derived from his patient care activities, shall be the exclusive property of GBMC.

7. Reappointment and Promotion.

7.1 The duration of this Contract is for a maximum period of twelve (12) months. Reappointment and/or promotion to the next level of training is at the recommendation of the Training Program Director and is expressly contingent upon several factors, including the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of GBMC's and Program's accreditation by the ACGME, GBMC's financial ability, and furtherance of GBMC's objectives.

7.2 Neither this Agreement nor the Resident's appointment hereunder constitute an option to renew or extend the Resident's appointment by GBMC or a benefit, promise, or other commitment that the Resident will be appointed for a period beyond the termination date of this Agreement or that the Resident will be promoted to the next level of training.

7.3 Notice of Non-Reappointment or Non-Promotion. In the event the Program elects not to reappoint the Resident to the Program and this Agreement is not renewed, the Program shall provide the Resident a written notice of non-renewal no later than four months prior to the end of the current period of appointment. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the Agreement, the Program shall provide the Resident with as much written notice of the intent not to renew as the circumstances will reasonably

allow. In the event the Program elects not to promote the Resident to the next level of training, the Program shall provide the Resident a written notice of non-promotion when the decision is made. A trainee in receipt of a notice of non-renewal or non-promotion may seek review of the decision under the Grievance Procedure for residents (see Reference G).

8. Corrective Action, Termination and Suspension.

8.1 Corrective Action. During the term of this Agreement, the Resident's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Resident. If the actions, conduct, or performance, professional or otherwise, of the Resident are inconsistent with the terms of this Agreement and/or applicable policies of GBMC, the primary training/participating institutions' standards of patient care and patient welfare, or the objectives of GBMC, or if such actions, conduct, or performance reflects adversely on the Program or GBMC or the primary training/participating institutions, or disrupts operations at the Program or GBMC or the primary training/participating institutions, corrective action may be taken by the Program Director in accordance with the GBMC policy on Resident Dismissal and Non Renewal of Agreement of Resident Appointment (see Reference E).

8.2 Suspension or Termination. The Program Director and/or the Vice President for Medical Affairs of the primary training/participating institutions of GBMC each shall have the authority to summarily suspend or terminate the Resident's appointment granted by GBMC, whenever it is in good faith determined that the continued appointment of the Resident places the safety or health of patients or students, faculty or staff in jeopardy or to prevent imminent or further disruption of the Program or when the Resident has failed adequately to correct deficiencies in his/her performance or conduct.

8.3 Appeal. The Resident may seek review of a decision to suspend or terminate his/her appointment under the Due Process policy to appeal a decision to suspend or terminate his/her appointment (see Reference F). The Resident acknowledges that under no circumstances shall he/she be entitled to the due process and hearing and appellate rights granted to physician members of the medical staff as described in any of the primary training/participating institution's medical staff bylaws.

9. Miscellaneous.

9.1 OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

9.2 Confidentiality. In accordance with this paragraph and GBMC's Confidentiality Policy (see Reference V), Resident will maintain, respect and not disclose the confidentiality of GBMC's proprietary or confidential information or know-how ("Confidential Information")

either during or after the term of this Agreement, whether or not in written form, except to the extent necessary to perform duties on behalf of GBMC under this Agreement. Confidential Information refers to any information, not generally known, which was obtained from GBMC, or which was learned, discovered, developed, conceived, originated or proposed by Resident in connection with his/her duties under this Agreement. Such Confidential Information includes, but is not limited to, software, technical, medical care services, and business information relating to GBMC's community operations, residents, marketing and future business plans and any other information which is identified as confidential by GBMC. Upon termination of this Agreement or at the request of GBMC, Resident shall deliver to GBMC all written and tangible material in his/her possession incorporating the Confidential Information or otherwise relating to GBMC's business.

9.3 Entire Agreement. This Agreement, including the references and amendments thereto, contains the entire Agreement and understanding between the parties and supersedes all prior Agreements between the parties, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

9.4 Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via a reliable express or overnight delivery carrier, such as Federal Express, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to GBMC (Sponsor):

Designated Institutional Official
6565 N. Charles Street, Suite 601
Baltimore, MD 21204
Attn: Mary Louise Collins, M.D.

If to Resident: _____

Attn: _____

9.5 Law. This Agreement shall be governed and construed according to the laws of the State of Maryland and jurisdiction shall be in Baltimore County.

9.6 Evaluations. Resident consents to GBMC and the Department of Medicine releasing to any hospital or medical school to which s/he applies in the future, any and all records or evaluations of performance at GBMC. Resident shall have the right to review the records and evaluations made during or subsequent to employment at GBMC. Resident releases from any liability all GBMC representatives and any other reviewers or persons contacted for any acts or statements performed or made in good faith in connection with the evaluation of resident.

9.7 **Records.** Resident consents to the inspection by GBMC representatives of all records and documents, including those that may be kept or maintained by any governmental agency, professional or medical society, hospital, or other health care organization that may be material to an evaluation of resident.

9.8 **Claims History.** Resident consents to the release of information by all present and past insurance carriers regarding policy coverage, malpractice claims, history and experience, if applicable.

9.9 **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

9.10 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

9.11 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

10. Additional Policies Applicable to Trainees.

10.1 Additional policies which apply to Residents are included as References O-W and include the policy on Sleep and Fatigue (see Reference O), Vendor Interactions with the House Staff and Residency Programs(see Reference P), Regarding a Reduction in Size or Closure of a Residency Program (see Reference Q), Eligibility and Selection of Resident Physicians (see Reference R), Disaster Policy (see Reference S), Non-Competition (see Reference T), and Benefits (see Reference U), Confidentiality (see Reference V), Supervision and Accountability (see reference W).

I have read this Agreement and agree to accept this appointment as offered for the period above. In accepting this appointment, I certify that I have had an opportunity to review the program policies and GBMC policies and I agree to comply with all applicable policies, rules, regulation and guidelines.

RESIDENT:

GREATER BALTIMORE MEDICAL
CENTER, INC.

By: _____

Harold Tucker, M.D.
Chief Medical Officer

Date: _____

Date: _____

Mary Louise Collins, M.D.
Designated Institutional Official

Date: _____

REFERENCES

- A. Equal Employment Opportunity Policy (GBMC)**
- B. Anti Harassment, Discrimination, Retaliation and Bullying Policy (GBMC)**
- C. Employee Discipline (GBMC)**
- D. Counseling, Medical and Psychological Support Services (GMEC)**
- E. Resident Dismissal, Non-Promotion or Non-Renewal of Agreement of Resident Appointment (GMEC)**
- F. Due Process (GMEC)**
- G. Grievance Policy (GMEC)**
- H. Resident Physician Impairment (GMEC)**
- I. Reasonable Accommodation (GBMC)**
- J. Resident Clinical and Educational Work Hours (GMEC)**
- K. Moonlighting (GMEC)**
- L. Absence and Lateness (IM)**
- M. Resident Vacation and Leave of Absence (GMEC)**
- N. Professional Liability Insurance (GMEC)**
- O. Sleep and Fatigue (GMEC)**
- P. Vendor Interactions with the House Staff and Residency Programs(GMEC)**
- Q. Regarding a Reduction in Size or Closure of a Residency Program (GMEC)**
- R. Eligibility and Selection of Resident Physicians (GMEC)**
- S. Disaster Policy (GMEC)**
- T. Non-Competition (GMEC)**
- U. Benefits**
- V. Confidentiality (GBMC)**
- W. Supervision and Accountability (GMEC)**